

**ORIGINAL**  
**PROPOSAL**

**RFP 5742 Z1**

**PONCA STATE PARK**  
**LAUNDRY SERVICE**

## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.


Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

XX NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

\_\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

\_\_\_\_\_ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

### FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	Commercial Laundry Services of Norfolk
COMPLETE ADDRESS:	3201 Golf View Drive Norfolk, Ne. 68701
TELEPHONE NUMBER:	<b>402/750-7728(Cell) 402/379-2011(Office)</b>
FAX NUMBER:	
DATE:	<b>1/13/18</b>
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	<b>Martin Gratopp, President</b>

**Form A**  
**Bidder Contact Sheet**  
**Request for Proposal Number 5742 Z1**

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Commercial Laundry Services of Norfolk
Bidder Address:	3201 Golf View Drive Norfolk, Ne. 68701
Contact Person & Title:	Martin Gratopp    President
E-mail Address:	<a href="mailto:Lifepartners402@gmail.com">Lifepartners402@gmail.com</a>
Telephone Number (Office):	402/379-2011
Telephone Number (Cellular):	402/750-7728
Fax Number:	

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Commercial Laundry Services of Norfolk
Bidder Address:	3201 Golf View Drive Norfolk, Ne.68701
Contact Person & Title:	Martin Gratopp
E-mail Address:	<a href="mailto:Lifepartners402@gmail.com">Lifepartners402@gmail.com</a>
Telephone Number (Office):	402/379-2011
Telephone Number (Cellular):	402/750-7728
Fax Number:	



## **CORPORATE OVERVIEW**

### **SECTION VI.A.2**

- a. Life Partners Inc. is a Nebraska based Sub S Corporation. Life Partners Inc. was registered on June 30, 2000. The corporate office is located at 3201 Golf View Drive, Norfolk, Nebraska 68701. Life Partners Inc created the dba, Commercial Laundry Services of Norfolk, in May of 2004. Commercial Laundry Services of Norfolk has not changed and remains as such to this day.**
- b. Commercial Laundry Services of Norfolk is not a publicly held cooperation. Commercial Laundry is a small corporation that currently employs 10 people and has chosen to specialize in Institutional laundry services. We also have of variety of other business classes ranging from hospitals, surgery centers, physcian and dental offices, to restaurants, business offices, body and repair shops, lumber yards and many other businesses.**

**Life Partners purchased its first business in February of 2003, called The Wash Tub Laundromat, and about 15 months later its second called The Clothes Hamper. The Clothes Hamper is where Commercial Laundry Services of Norfolk sprang from. The Clothes Hamper was doing a few physcian and dental offices when we landed our first large contract. We signed our first contract with St. Josephs Care and Rehabilitation Center in May of 2007. After the signing of St Joes; Commercial Laundry Services was established, continuing to grow and expand when in August of 2012 we purchased our 2<sup>nd</sup> location at 205 S. 4<sup>th</sup> Street, O’Neill Nebraska.**

**In December of 2014 Commercial Laundry purchased a new location in Norfolk at 305 West Braasch Avenue where it still remains. The new larger facility provided more room for more new equipment and enabled us to increase capacity over 50%. The company continues to explore new business avenues which will help in expanding the scope of the business. We currently cover a seventy five mile radius of Norfolk, where we continue to pick up new accounts in the area.**

**Commercial Laundry prides itself on being able to respond quickly to the changing needs of its customers. Company pick up and delivery can be customized to specific customer needs. Our customer needs are our top priority to management and labor force as well. We pay close attention to details demanded by our customers. Our Vision Statement is "SERVING THE BEST WITH THE BEST". That is and will continue to be our main goal.**

**Confidential financial report is enclosed. Our loan officer is David Maggart, Elkhorn Valley Bank, Norfolk NE, 402/371-8928. There are no judgments pending or expected. No financial reversals known or pending that will affect the viability or stability of the company. No such condition is known to exist.**

- c. There is no change of ownership or control of the company planned in the next 12 months. Nothing planned in the near future as well.**
- d. Commercial Laundry Services of Norfolk's office is located at 3201 Golf View Drive, Norfolk, Nebraska and the laundry address is 305 West Braasch Avenue, Norfolk, NE 68701-3372**
- e. Commercial Laundry Services is currently working with Niobrara State Park where we are doing some of the laundry service and have been doing so since 2008. No contract is involved and annual sales is around \$8000.00**
- f. No employee of Commercial Laundry Services of Norfolk is currently an employee or ever has been an employee of the State of Nebraska.**
- g. No contract has been terminated at any time with Commercial Laundry Services for convenience, non-performance, non-allocation of funds, or any other reason.**
- h. i.a This was a 3 year contract.**
  - b. Contract was started on time in May of 2016 and continues for the balance of 3 year period.**
  - c. Responsibilities include travel to Bassett Nebraska, 2 days a week, where we unload clean linens and pick up soiled linens. Linens are transported back to O'Neill, Nebraska where the linens area unloaded into the soiled laundry room. Linens are sorted, loaded into washers where the correct wash cycle is selected and washed. All wash cycles are programmed by Gayle Brummer of Ecolabs. Ecolabs is where all of the**

products are purchased for the cleaning of the linens. After wash cycle is finished, laundry is moved to the clean room where it is loaded into dryers for next step. Laundry is then folded and bundled according to customer specifications and placed into clean sanitized carts. During folding linens are inspected for wear, tears, and stains. Damaged linens are placed into clearly marked bags as damaged where it is returned to hospital. It is then moved to the staging area where it is loaded for return trip to Bassett.

**d. Rock County Hospital**

**102 E S Street**

**Bassett, Nebraska 68714**

**402/684-3366**

**Stacy Knox Administrator**

**[sknox@rockcountyhospital.com](mailto:sknox@rockcountyhospital.com)**

**This is approximately a \$44000.00 annual contract.**

**e. This is a contract where we are the primary contractor.**

**aa. This started as a 1 year contract.**

**bb. Contract was started on time in April of 2016 and continues on till present. Next contract date is April 2018.**

**cc. Responsibilities include travel to Winnebago, Nebraska 2 days a week, where we unload clean linens and then pick up soiled linens. Linens are transported back to Norfolk, Nebraska where they are unloaded into the soiled laundry room. Linens are sorted and loaded into washers where the correct program is selected for the wash cycle and washed. All wash cycles are programmed by Gayle Brummer of Ecolabs. Gayle can be reached by phone at 402/841-6300. After wash cycle linens are moved to the clean room where it is placed into dryers. After drying is complete, linens are unloaded where they are inspected for wear, tears, and stains. Damaged linens are placed in bags clearly marked damaged and returned to hospital. Linens are then folded and bundled according to customer specifications, then loaded into clean sanitized carts with clean covers and moved to staging area for delivery.**

**dd. Winnebago IHS**

**225 US-275**

**Winnebago, Nebraska 68071**

**402/878-3485**

**LeAnder Merrick, Environmental Services**

**[LeAnder.Merrick@ihs.gov](mailto:LeAnder.Merrick@ihs.gov)**

**This is approximately a \$36000.00 annual contract.**

**ee. Commercial Laundry Services is primary contractor on the project.**

**aaa. This started as a 3 year contract.**

**bbb. The contracted started on time in September of 2007 and continues to present.**

**ccc. Responsibilities include travel to St. Joseph Rehabilitation and Care Center in Norfolk 5 days a week, where we unload clean linens and pick up soiled linens. Linens are transported back to Commercial Laundry Services where linens are unloaded into the soiled room. Linens are then sorted and loaded into washers where correct wash cycle is selected and washer started. All cycles are programmed by Gayle Brummer from Ecolabs. After wash cycle, linens are moved to clean room where they are loaded into dryers. When drying is complete, linens are removed and inspected for wear, tears, and stains. Damaged linens are removed and replaced with new linens. Linens are then folded per customer specifications and loaded into clean, sanitized carts and covered with clean sanitized poly covers. Linens are loaded back on truck for delivery. Along with bed linens, Commercial Laundry Services also washes, dries, folds, and hangs resident personal laundry. Laundry is returned in resident baskets and on hanging rack sorted for each resident.**



**ddd. St Josephs Rehabilitation and Care Center**

**401 North 18<sup>th</sup> Street**

**Norfolk, Nebraska 68701**

**402/644-7381**

**Amy Suckstorf Head of Environmental Services**

**Jannie Heiderman Environmental Services and Dietary**

**Superintendent**

**[jheiderm@frhs.org](mailto:jheiderm@frhs.org)**

**This is approximately a \$84,000.00 annual contract**

**eee. Commercial Laundry Services is primary contractor on project.**

- i. Overall management will be overseen by Amanda Mortland. She will help with the scheduling, with the pick up and deliveries, and managing the of inside people. Amanda will be hands on in the washing, drying, folding, bundling and loading of the linens into the sanitized carts. She will be directly involved in the inventorying and the inspections of the linens for damaged, worn, and stained goods. Commercial Laundry Services plans on hiring 1-2 more employees to help in the total processing of all linens involved with the contract. Amanda will also be the person in contact with the Housekeeping Supervisor and will communicate with Martin Gratopp any issues that may arise. Amanda will be in charge of making sure new employees follow protocol and procedures properly and help with any training needed.**

**Martin Gratopp is the owner and POC for the Ponca State Park. He will have limited involvement with the day to day in the local facility. Martin will be involved with the quarterly or bi-annual meetings set up with the Park Superintendent and the Housekeeping Supervisor.**

**Amanda Mortland is the manager on site. She is overseer of the project. She reports to Martin Gratopp and will be the back up driver if Rick Harmeier is unable to drive.**

**Rick Harmeier will be the driver and delivery person. He will be our liaison between Ponca housekeeping and Amanda Mortland with daily questions or concerns from anyone in housekeeping or management at Ponca State Park.**

**Resumes included.**

RESUMES

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# MARTIN GRATOPP

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LIFEPARTNERS402@GMAIL.  
COM



402/750-7728 (CELL)  
402/379-2011 (OFFICE)

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## OBJECTIVE

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Working on Ponca State Park  
RFP with intention of gaining  
contract for laundry services.

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## SKILLS

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I have very good people skills.  
People will follow me because I  
am a good leader.

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## EXPERIENCE

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### **OUTSIDE SALES/THE KELLY SUPPLY CO.**

January 1983– present

First year inside counter sales. Duties included answering phones and waiting on customers at the counter. 1<sup>st</sup> year top counter sales person. Last 34 years spent in outside territory. Territory has grown from \$560k to over \$1.5 million. Have been recognized as top sales person in company several times.

### **GRATOPP ELECTRIC AND CONSTRUCTION**

May 1979 – January 1983

Owner of Gratopp Electric and Construction for 3-1/2 years. Ran a crew of 3 men setting up center pivots, grain bins, and wiring new construction of houses. Economic downturn in 1983 caused me to seek employment elsewhere. For the 3.5 years I was responsible for finding the work and getting crew with equipment to job.

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## EDUCATION

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### **HIGH SCHOOL DIPLOMA/ 1975**

Neligh High School Neligh, Ne. 68756  
University of Nebraska 1 year incomplete

High school graduated with a gpa of 3.5. Participated in football, basketball, and 1 year of track. High school classes included college prep math courses. All other classes were high school requirements.

1 year at the University of Nebraska where I took 1<sup>st</sup> year engineering classes.

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## VOLUNTEER EXPERIENCE OR LEADERSHIP

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I have been a member of Abundant Life Christian Center and a founding member of the church since 1980. I have been on the leadership team for the past 17 years and was Praise and worship leader for 32 years. I have led bible study in our home different times over the years. I have also worked with Mercy Meals in Norfolk. Coached kids sports for my 3 children which included softball and basketball. We started a new softball league in Norfolk that has grown from 2 teams to over 12 and has been in existence for over 20 years. Have run several business' over the past 12 years including Commercial Laundry Service, employing as many as 12 people.

#### PERSONAL REFERENCES

Mark Buckingham  
1100 East Grove Street  
Norfolk, Ne. 68701  
402/860-1169

John Schaffer  
2200 Skyline Drive  
Norfolk, Ne. 68701  
402/649-1509

Mike Mayfield  
84704 556<sup>th</sup> Avenue  
Norfolk, Ne. 68701  
402/640-1962

# Amanda Mortland

Manager

508 S Madison St  
Tilden NE 68781  
402-992-2459  
ammortland@yahoo.com

## EXPERIENCE

### **Commercial Laundry Services, Norfolk NE-Manager**

Feb 2003 - PRESENT

I do most of the picking up and delivering of laundry. I also help with washing, drying, folding, and sorting of the laundry. Cleaning and making invoices for all accounts that come in.

### **The Abbey Christian store, Norfolk NE-Customer Service**

Dec 2002-Jan 2004

I did a variety of things for this company. I would stock shelves, clean, put in orders, contact customers when their orders arrived, and cashier

### **Kmart, Burnsville MN-cashier**

I worked only a few months mostly cashiering. I also did some straightening of items out on the sales floor.

## EDUCATION

### **Norfolk Senior High School, Norfolk NE-diploma**

August 1995-May 1999

I graduated a semester early. So technically I was finished with school in Dec of 1998, but I went through the ceremony with my class in May of 1999. I graduated with a diploma

### **North Central Univeristy, Minneapolis, MN**

Jan 2000-Dec 2000

I only went here for a year out of highschool. I was studying Elementary Education, but decided it wasn't for me.

### **Northeast Community College, Norfolk NE**

August 2017-Current

I just started back to school this last fall. I am going into the nursing program. I plan to graduate with my bachelors of science degree in May of 2021.

## SKILLS

Very Personable

Hands on

Work to accommodate your needs.

Adaptable when necessary

## LANGUAGES

English

## References

### **Mike Mayfield**

Norfolk NE  
402-640-1962

### **Joy Reed**

172 Forestbrook Dr  
Madison, AL 35757  
256-698-6148

### **Robert Dupont**

11 Registry Way  
Fort Mitchell, AL 36856  
706-575-1175

# Rick Harmeier

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108 Park Lane Norfolk, Nebraska 68701 | 402/371-6452

## Objective

Doing some part time work after retirement

## Education

### **NORFOLK SENIOR HIGH SCHOOL, NORFOLK NEBRASKA DIPLOMA**

August 1965-May 1969

Graduated with a diploma in May of 1969.

Journeyman Plumber License 1976

## Skills and Abilities

### **MANAGEMENT**

- Lead up to 12 man crews for the last 30 years on jobsite doing mechanical projects.
- Have done mechanical takeoffs from blueprints, ordered materials, and installed material on several large jobs.
- Run my own service truck for several years.

### **LEADERSHIP**

- Nebraska National Guard Sergeant 1970-1976
- Coached little league baseball 1979-1984
- Den Leader Boy Scouts of America Troop 122 1981-1985
- Member Saint Paul's Luthern Church Norfolk, Nebraska 68701

## Experience

### **MECHANICAL PROJECT SUPERINTENDENT | MERIT MECHANICAL | JUNE 1990 THRU AUGUST 2017**

- Blueprint takeoffs, order materials, manage 4-12 employees on installation of plumbing above and below floor. Installation and fabrication of HVAC piping and ductwork on commercial projects lasting from 6 months to 2 years.

### **MECHANICAL PROJECT SUPERINTENDENT | SHANAHAN MECHANICAL & ELECTRIC | 1986-1989**

- Same basic function as Merit Mechanical. Did all mechanical work on large apartment in West Point Nebraska and several jobs for the University of Nebraska.

### **Plumber and Sheetmetal Apprentice/K-R Mechanical/1970-1986**

Started as a plumber and sheetmetal apprentice. Learned the trades for 5 years. Moved into the superintendent position in 1976 thru 1986 when the company relocated to Colorado.

## **PERSONAL REFERENCES**

**Sharyn Hjorth**

**5217 North 86<sup>th</sup> Street**

**Omaha, Nebraska 68134**

**402/640-6850**

**Lonnie Wiedner**

**PO Box 421**

**Humphrey, Nebraska 68642**

**402/928-0011**

**Sarah Ijames**

**7667 North 154<sup>th</sup> Street**

**Bennington, Nebraska 68007**

**402/640-3324**



SECTIONS I I THRU V

**II. TERMS AND CONDITIONS**

Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

**A. GENERAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable ; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

**B. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

Vendor Contract Manager	Agency Contract Manager
Vendor	Nebraska Game & Parks Commission
Vendor Street Address	2203 N 33 <sup>rd</sup> Street
Vendor City, State, Zip	Lincoln, NE 68503

**C. GOVERNING LAW (Statutory)**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

**D. BEGINNING OF WORK**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

**E. CHANGE ORDERS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

**F. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**G. BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

**H. NON-WAIVER OF BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

**I. SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

**J. INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

**1. GENERAL**

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

**3. PERSONNEL**

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

**4. SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

**K. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

**L. ASSIGNMENT, SALE, OR MERGER**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

**M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

**N. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

**O. CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**P. EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**Q. CONTRACT CLOSEOUT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.



Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>  
The completed United States Attestation Form should be submitted with the RFP response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)**

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this RFP.

**D. COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

**E. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**F. INSURANCE REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

**1. WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy

must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$4,000,000 per occurrence
<b>CONTRACTOR'S POLLUTION LIABILITY</b>	
Each Occurrence	\$1,000,000
Aggregate Limit	\$2,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

**3. EVIDENCE OF COVERAGE**

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Nebraska Game and Parks Commission  
Attn: Contract Manager  
2200 N 33<sup>rd</sup> Street  
Lincoln, NE 68503

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**4. DEVIATIONS**

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

**G. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**H. CONFLICT OF INTEREST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

**I. STATE PROPERTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

**J. SITE RULES AND REGULATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

**K. ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

**L. DISASTER RECOVERY/BACK UP PLAN**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

**M. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	<b>NOTES/COMMENTS:</b>
MG			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.



**IV. PAYMENT**

**A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)**

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

**B. TAXES (Statutory)**

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

**C. INVOICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

Invoices for payments must be submitted by the Contractor to the Nebraska Game and Parks Commission, Parks Division, 2200 N 33<sup>rd</sup> Street, Lincoln, NE 68503 with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

**D. INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

**E. PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (First Paragraph is Statutory)**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MG			

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

**V. PROJECT DESCRIPTION AND SCOPE OF WORK**

The bidder should provide the following information in response to this RFP.

**A. SCOPE OF WORK**

Contractor will provide routine, quality laundry service for Ponca State Park. The service will support the park's lodging facilities which includes: 4 Rustic Cabins (2-bedroom, seasonal), 10 New Cabin (2-bedroom, year-round), 15 Mini-Lodges (4-bedroom, year-round) and 2 Green Cabins (2-bedroom, year-round). This service will also support the park's Resource and Education Center rental kitchen and housekeeping operation by providing cleaning rags/linens (kitchen towels and micro-fiber towels).

The Nebraska Game and Parks Commission plans to complete construction on 10 new 2-bedroom cabins in the spring of 2018. These new 2-bedroom units will be open year-round and will replace 10 of the seasonal Rustic Cabins (will be phased out of operation). Four of the original 14 Rustic Cabins (seasonal) will be kept open for public rental. Timing of the opening of these new 2-bedroom units will be sometime in the spring of 2018. The contractor should be aware that there may be a short period from time of the initiation of contract to the opening of these new units.

**B. BIDDER REQUIREMENTS**

Bidder should provide a response to the following contractor requirement in the space provided below.

1	Bidder to provide sample checklists that will be utilized to verify all bed linens, towels and rugs are being picked-up / dropped off per the RFP requirements. Finalized checklists will be approved by the Nebraska Game and Parks Commission.
	Bidder Response Bidder will provide checklist for approval. See attached
2	Bidder to describe their quality control processes.
	Bidder Response We will have the same personnel doing Ponca State Park each time it comes into facility. Initial inspection is done as linens are being sorted and loaded into washers. All linens are inspected for quality when folded. It is checked for stains, tears, and wear.
3	Bidder to describe verification processes.
	Bidder Response All contracts are done on an individual basis. No laundry is co-mingled with other accounts. Ponca State Park linens are washed, dried, and processed alone then reloaded back in delivery carts for return.
4	Bidder to provide any certifications applicable to the RFP requirements.
	Bidder Response We will provide all certifications required by RFP.

**C. WORK PLAN**

Bidder should provide a response to the following contractor requirement in the space provided below.

1	Specifications for laundered items are listed in Attachment 2, Table 1. All linen, towel, and rug inventory will be owned by the contractor. Contractor must build in a replacement plan for all linens, towels, and rugs based on average life expectancy of materials.
	Bidder Response All linens provided by Commercial Laundry will meet or exceed specifications listed in Attachment 2, Table 1. All linen provided to Ponca State Park will be brand new and will have a replacement plan in place for replacement. It will be replaced when stains, tears, or wear is found in processing stage
2	If for any reason the contracted laundry facility is inoperable, it will be the responsibility of the Contractor to maintain normal service for Ponca State Park. The bidder must state how they will maintain normal service if the contract laundry facility is inoperable.
	Bidder Response Commercial Laundry Services of Norfolk owns a 2 <sup>nd</sup> location in O'Neill, Ne that has enough capacity to take care of the contract at Ponca State Park. If a problem occurs at our Norfolk location, linens will be transported to O'Neill, processed and returned to Ponca State Park on schedule.

3	<p>Contractor shall perform linen cleaning and packaging as shown in Attachment 2, Table 2. Contractor will provide MSDS Sheets for chemicals used in cleaning process. All materials used must be in accordance to industry standards. Linens delivered to the park shall be of high quality and free of odors; shall not be thread bare, worn out or with holes and frayed edges. Items shall be wrapped and clearly labeled for easy identification of contents and sizes. Unacceptable items will be returned for exchange or credit.</p>
	<p>Bidder Response Items will be packaged as defined in Attachment 2, Table 2. If any linen is unacceptable credit will be issued and linens re-washed, dried, folded and bundled promptly.</p>
4	<p>Contractor will provide routine delivery/pickup as shown in Attachment 2, Table 3. This schedule was developed using occupancy rates from 2016. Occupancies for both 2015 and 2016 are shown in Attachment 2, Table 6. Delivery of clean linens and pickup of soiled linens will be to the park's laundry house. Rugs and outdoor mats for the Resource and Education Center will be delivered/exchanged to this facility. Attachment 3, Map shows locations within the park of both these buildings.</p>
	<p>Bidder Response Deliveries will be made per Attachment 2, Table 3, on scheduled days barring any natural disaster that would prevent travel. Phone conversations will be made and other arrangements will be made that is agreed on by both parties. Commercial Laundry Services of Norfolk is very flexible and will be easy to work with.</p>
5	<p>Contractor must provide/own an inventory of materials that will be adequate to maintain an in-park inventory (shown in Attachment 2, Table 4). This in-park inventory allows for enough linen supplies on-hand to change out lodging units based on visitor use and frequency of pickup. For all the park's lodging units, 2 linen changes-outs are kept on-hand (either in units themselves or laundry house) during the January-May and September-December seasons. During the busy season (June-August), 3 changes- outs are kept on-hand.</p>
	<p>The quantities of laundered materials have also been estimated in Attachment 2, Table 4. These quantities were based on the average # of cabin turnovers (check-in/checkouts) per week using occupancies and visitation patterns from 2016. In case of error in delivered supplies or shortages of linens due to high volume of use by park, the contractor will arrange for additional linens to be delivered to the spending unit within 24 hours of notification by the area Superintendent or his/her designee. As stated above, there may be a short period from time of the initiation of contract to the opening of the 10 new 2- bed-room units.</p>
	<p>Bidder Response Bidder agrees to maintain service levels stated in Attachment 2, Table 4, and if levels set are not sufficient bidder agrees to increase levels so shortages will not be problematic. Any shortages reported by area Superintendent or his/her designee will be handled and fulfilled within the 24 hour deadline stated above. We can be flexible on the 10 new 2-bed-room units.</p>
6	<p>Attachment 2, Table 5 provides specifications, quantities and delivery/pickup schedules for park rugs and outdoor mats. As with linens, contractor will own required inventory of rugs. A replacement plan must be included in the contractors plan. Upon contract award, digitized logos will be provided by the Nebraska Game and Parks Commission to the contractor.</p>
	<p>Bidder Response All rugs will be inventoried and backed up with replacement inventory at Commercial Laundry Services of Norfolk. Any rugs will be replaced by Commercial Laundry Services of Norfolk when usual and customary wear on rugs is detected by either Commercial Laundry Services of Norfolk or the Park Superintendent or his/her designee.</p>
7	<p>Due to changes in visitor use, contractor will need to be flexible and prepared for periodic changes in inventory, delivery/pickup schedule, and laundered items beyond the estimations that have been provided. These changes may be due to a special event, weather, new facilities, etc. When and if possible the park will communicate with the contractor in-advance of these changes.</p>
	<p>Bidder Response Bidder will stay in close contact with park Superintendent and his/her designee and can be very flexible on short notice when emergency needs arise. We will have other inventory that can be added for unexpected needs.</p>
8	<p>The Contractor will meet with the Superintendent and the Housekeeping Supervisor biannually in first year of contract to evaluate compliance of contract and communicate any concerns or issues. Meetings will be annually thereafter.</p>

	<p>Bidder Response  Bidder agrees that it is very important to stay in close contact with Park Superintendent and Housekeeping supervisor so no unexpected problems arise that can't be taken care of quickly. Would like to meet quarterly for the first year and then make adjustments as needed.</p>
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**D. VALUE ADDED SERVICES**

Bidder should provide a response to the following contractor requirement in the space provided below.

	<p>The bidder shall describe any value added services it intends to provide beyond the requirements of this RFP at no additional cost to the State.</p>
1	<p>Bidder Response Commercial Laundry Services of Norfolk prides itself on being able to be flexible and able to respond quickly to needs of customers. We are a small family owned cooperation that treats customers the way they would like to be treaded. Our Vision Statement is "Serving the Best with the Best." We work hard to make our partners are happy.</p>

**E. ADDITIONAL SITE LOCATIONS**

Bidder should provide a response to the following contractor requirement in the space provided below.

	<p>The State reserves the right to add or delete locations within the Ponca State Park.</p>
1	<p>Bidder Response   Bidder again thinks it is flexible enough to respond to the needs of Ponca State Park. We will work closely with Park Superintendent or Housekeeping Supervisor.</p>

**F. DELIVERABLES**

The bidder is to provide a fixed price for the initial contract term on the Cost Proposal. No additional charges will be allowed for travel or other expenses.



TECHNICAL APPROACH

## TECHNICAL APPROACH

### SEC VI.A.3

- a. Commercial Laundry Services of Norfolk has reviewed the RFP 5742 Z1 and is comfortable with the overall project for the laundry service contract. We understand that we will own and supply all linens and rugs required in the RFP. Delivered FOB to Ponca State Park at required time referenced in the RFP. Linens will be delivered in a clean attractive manner and will be maintained by Commercial Laundry Services. All linens and rugs will be NEW when contract is awarded and Commercial Laundry Services will replace any worn or torn items on a as needed basis. Commercial Laundry Services will also stay in close contact with the Park Superintendent and Housekeeping Supervisor to assure linens are meeting all specifications required in RFP. Concerns will be responded to and addressed quickly.
- b. No new equipment will be needed to preform duties required by the RFP. 1-2 new employees will be added to handle the increase of laundry created by the RFP. New wash cycles will be established for the linens needed for Ponca State Park. Any new chemicals needed will be put into service in order to provide the best quality product we can give. We will work closely with Ecolabs and their representative, Gayle Brummer, to keep equipment in good working order so we can assure chemicals are being delivered to the washers so linens are bright white and smelling good.
- c. The logistics are spelled out in the RFP and will be followed by Commercial Laundry Services in getting the linens from Ponca State Park to Commercial Laundry Services and back.



We will deliver all items to the park laundry house and the Visitor Center (specific items to each location). Close attention will be paid to insure correct delivery.

- d. Commercial Laundry Services will pick up soiled laundry at Ponca State Park, delivered back to our facility where laundry will be sorted in the dirty room as soon as soiled room is clear of all other laundry. Laundry will then be loaded into washers where the correct wash cycle will be selected. All chemicals will be injected into the washer at the appropriate time. Water temperature will be maintained at 160 degree Fahrenheit so all possible bacteria will be killed. Laundry will then be pulled from washers and taken to clean room where linens will be placed into dryers. At no time will laundry be co-mingled with any other customer laundry. Ponca State Park linens always remains Ponca State Park linens. After laundry is dry it will be folded according to Ponca State Park requirements, sorted, bundled, string tied or stretch wrapped. After that bundles will be bagged per specifications, then loaded back into freshly sanitized carts, covered with sanitized poly covers and staged for loading. All carts will be loaded onto trailer and ready for delivery to Ponca State Park. Linens will be delivered back to Ponca and taken to appropriate locations at park. Tuesday and Friday will be set aside to wash and process the laundry. Laundry will be delivered in a 16' enclosed trailer. Commercial Laundry Services is redundant on vehicles to deliver clean product to assure timely delivery of product.
- e. Flat and fitted sheets will be machine washed and dried, stretch wrapped in bundles of 12. Pillow cases will be machine washed and dried, stretch wrapped in bundles of 60. Bath towels will be machine washed and dried, string tied 20 per bundle with 60 being delivered per blue laundry bag. Hand towels will be

machine washed and dried, string tied 20 per bundle with 60 being delivered per blue laundry bag. Kitchen towels will be machine washed and dried, string tied 25 per bundle. Wash Clothes will be machine washed and dried, string tied 50 per bundle. Bath mats will be machine washed and dried, string tied 12 per bundle. Microfibers will be machine washed and dried, string tied 50 per bundle. All logo and black rugs will be machine washed and dried, then rolled individually. All carpet rugs will be delivered bi-weekly with outdoor rugs to be changed and washed bi-annually. All rugs will be delivered on Wednesday between 8 and 10am. Laundry will be delivered June-August on Monday and Wednesday between 8 and 10am. Laundry will be delivered September-October weekly on Wednesday between 8 and 10am. Laundry will be delivered November-March bi-monthly on Wednesday between 8 and 10am. Laundry will be delivered April-May weekly on Wednesday between 8 and 10am.

STATE COST PROPOSAL

## Request for Proposal 5742 Z1

## Attachment 1

## Cost Sheet

Firm Name: COMMERCIAL LAUNDRY SERVICES OF NORFOLK

Estimated Usage Quantity (Annual)	Description – Bed Linens and Towels	Unit Price	Extended Amount Ponca SP Cabins
Ponca SP Cabins – 7,560	Queen fitted sheet, color white, 55% cotton and 45% polyester	.85 EA.	\$6,426.00
Ponca SP Cabins – 7,560	Queen flat sheet, color white, 55% cotton and 45% polyester	.91 EA.	\$6,879.60
Ponca SP Cabins – 23,980	Open Pillow Case, color white, 55% cotton and 45% polyester	.35 EA.	\$8,393.00
Ponca SP Cabins – 520	Full fitted sheet, color white, 55% cotton and 45% polyester	.90 EA.	\$468.00
Ponca SP Cabins - 1040	Full flat sheet, color white, 55% cotton and 45% polyester	.84 EA.	\$873.60
Ponca SP Cabins - 35040	Bath towel (25"x47"), color white, 80% cotton and 20% polyester	.34 EA.	\$11,913.60
Ponca SP Cabins - 6740	Bath mat (21"x28"), color white, 80% cotton and 20% polyester	.31 EA.	\$2,089.40
Ponca SP Cabins - 18880	Hand towel (16"x28"), color white, 80% cotton and 20% polyester	.23 EA.	\$4,342.40
Ponca SP Cabins - 35040	Wash cloth (12"x12"), color white, 80% cotton and 20% polyester	.11 EA.	\$3,854.40
Ponca SP Cabins - 24620	Kitchen towels (25"x 34"), color white, 100% cotton	.22 EA	\$5,416.40
Ponca SP Cabins - 42980	Micro-fiber cleaning cloth (15"x15") color blue	.13 EA	\$5,587.40
	<b>Subtotals</b>		<b>\$56,243.80</b>

Request for Proposal 5742 Z1  
Attachment 1  
Cost Sheet

Estimated Usage Quantity (Annual)	Description - Rugs	Unit Price	Extended Amount Ponca SP Cabins
Visitor Center Change Outs -- 48	Logo Rug--- 6' x 6'	9.95 EA.	\$477.60
Visitor Center Change Outs -- 72	Logo Rug --- 4' x 6'	6.70 EA.	\$482.40
Cabins Change Outs -- 768	Logo Rug --- 3' x 5'	4.20 EA.	\$3,225.60
Cabins Change Outs -- 360	Waterproof Shadow Grey ---2' x 3'	1.20 EA	\$432.00
Visitor Center Change Outs -- 48	Waterproof Shadow Grey --- 2' x 3'	1.20 EA.	\$57.60
Visitor Center Change Outs -- 216	Waterproof Shadow Grey --- 3' x 5'	3.00 EA.	\$648.00
Visitor Center Change Outs -- 288	Waterproof Shadow Grey --- 4' x 6'	4.75 EA.	\$1,368.00
Visitor Center Change Outs -- 48	Waterproof Shadow Grey --- 3' x 10'	5.95 EA.	\$285.60
Cabins --- 62	All Weather Outdoor Mat --- 2' x 3'	8.75 EA.	\$542.50
Visitor Center --- 24	All Weather Outdoor Mat --- 3' x 5'	17.75 EA.	\$426.00
	<b>Subtotals</b>		<b>\$7,945.30</b>

**Grand Total \$64,189.10**